plain and the necessity for Federal intervention obvious. *Whitten* v. *Tomlinson*, 160 U. S. 231, 40 L. Ed. 406; *In re Straus* (C. C. A.), 126 Fed. 327. It is settled that the indictment need only substantially charge a crime; its technical validity as a pleading is not to be questioned. *Pierce* v. *Creecy*, 210 U. S. 387, 52 L. Ed. 1113; *Munsey* v. *Clough*, 196 U. S. 364, 49 L. Ed. 515. It is sufficient if it charges a crime under the laws of the State seeking extradition. *Ex parte Reggel*, 114 U. S. 642, 29 L. Ed. 250. In the principal case, under the laws of New York, the State demanding extradition, under certain conditions and circumstances insanity is a defense to crime. Penal L., § 1120. The principal case is clearly right in referring the determination of criminal responsibility to the courts of the demanding State. Matters of defense, insanity in the principal case, will not be passed on in *habeas corpus* proceedings, but are left for the determination of the courts of the State seeking extradition. *In re Bloch*, 87 Fed. 981. The courts will not go behind the indictment to see whether in fact a crime was committed. *In re White* (C. C. A.), 55 Fed. 54. Nor will the motive of the governor honoring the requisition papers be inquired into. *Pettibone* v. *Nichols*, 203 U. S. 192, 51 L. Ed. 148, 7 Ann. Cas. 1047. The reason for the prisoner's departure from the State in which he is charged with crime, is immaterial; if he is found in another State he is a fugitive from justice. *Roberts* v. *Reilly*, 116 U. S. 80, 29 L. Ed. 544; *Appleyard* v. *Massachusetts*, 203 U. S. 222, 51 L. Ed. 161, 7 Ann. Cas. 1073.

FEDERAL COURTS—JURISDICTION—ALLEGATION OF DIVERSITY OF CITIZENSHIP OF CORPORATIONS.—The petition in an action in a federal court alleged that plaintiff was a "corporation of New Jersey" and defendant a "corporation of Georgia." *Held*, the petition does not show the diversity of citizenship requisite to give the court jurisdiction. *Farmers' Oil and Guano Co.* v. *Duckworth Co.* (C. C. A.), 217 Fed. 362.

On authority this decision is sound. It has even been held that a pleading which states a corporate party to be a "citizen" of a named State, and the other party to be a "citizen" of another named State, does not sufficiently allege diversity of citizenship. *Atl., etc., R. Co.* v. *Whilden* (C. C. A.), 195 Fed. 263. In justification of this holding it was said that a corporation can not be a citizen at all, but when it is organized under the laws of a named State an irrebuttable presumption arises that all the stockholders are citizens of that State; and the fact of its organization must accordingly be alleged. *Parker Washington Co.* v. *Cramer* (C. C. A.), 201 Fed. 878; *Knight* v. *Lutcher Co.* (C. C. A.), 136 Fed. 404.

It hardly seems that such technicality is in keeping with the genius of modern pleading. Even under the strict rules once enforced its soundness is questionable. Properly, of course, a corporation can not be a citizen, but for purposes of jurisdiction its citizenship is referred to the State which created it. *Nashua, etc., R. Co.* v. *Boston, etc., R. Co.*, 136 U. S. 356, 34 L. Ed. 363. Consequently to allege that a corporation is a "citizen" of a particular State can mean only that it was created

by that State; its origin is implied by absolute necessity. And circumstances necessarily implied from an allegation need not themselves be alleged. STEPHEN, PLEADING, 353.

Seemingly the doctrine of the instant case originated in a *dictum* in *Lafayette Co.* v. *French*, 18 How. 404, 15 L. Ed. 451. The latter case is often cited on the point; but its actual holding was in favor of the jurisdiction; whatever defects might have appeared in the declaration were corrected in later pleadings.

In fact it was once held that the allegation now insisted on was insufficient. *Hope Co.* v. *Boardman*, 5 Cranch 57, 3 L. Ed. 36 (1809). It was then both necessary and sufficient to allege the citizenship of the corporators. *Bank of U. S.* v. *Deveaux*, 5 Cranch 61 (1809); *Breithaupt* v. *Bank*, 1 Peters 238, 7 L. Ed. 127 (1828). In 1844 it was held that the corporation might itself be regarded as a citizen. *Louisville, etc., Co.* v. *Letson*, 2 How. 497, 11 L. Ed. 353. And in 1853, with three justices dissenting, the allegation now regarded as indispensable was allowed. *Marshall* v. *R. Co.*, 16 How. 314, 14 L. Ed. 953.

INSURANCE—RIGHTS OF MORTGAGEE—CANCELLATION BY MORTGAGOR.—A mortgagor took out a fire insurance policy of the standard form on mortgaged property, and assigned it to the mortgagee as his interest might appear. The standard form includes a provision that, when a policy is payable to a mortgagee, no act or default of any other person shall affect his right to recover; and another provision that the policy may be canceled at any time at the request of the insured. On eviction by the mortgagee, the mortgagor requested the cancellation of the policy; which was done without notice to the mortgagee. Afterwards, during the term of the insurance, the property was destroyed by fire. *Held*, the mortgagee is entitled to recover the amount of the loss. *Gilman* v. *Commonwealth Ins. Co. of N. Y.* (Me.), 92 Atl. 721.

In the absence of a provision in the policy protecting the mortgagee from loss through the act or default of any other person, a policy payable to the mortgagee as his interest may appear is an insurance of the mortgagor's interest only; and a recovery by the former will be defeated by any act of the mortgagor forbidden in the policy. *Grosvenor* v. *Atlantic Fire Ins. Co.*, 17 N. Y. 391; *Brunswick Savings Inst.* v. *Commercial Union Ins. Co.*, 68 Me. 313, 28 Am. Rep. 56; *Delaware Ins. Co.* v. *Greer* (C. C. A.), 120 Fed. 916, 61 L. R. A. 137. The cancellation of such a policy would, it seems, absolutely defeat a recovery. Under the mortgage clause, however, the policy is held to include two separate contracts, largely independent of each other; and the acts and defaults of the mortgagor leading to a forfeiture of his rights will not affect the rights of the mortgagee. *Syndicate Ins. Co.* v. *Bohn* (C. C. A.), 65 Fed. 165, 27 L. R. A. 614; *Whiting* v. *Burkhardt*, 178 Mass. 535, 60 N. E. 1, 86 Am. St. Rep. 503, 52 L. R. A. 788; *Phenix Ins. Co.* v. *Omaha Loan & Trust Co.*, 41 Neb. 834, 60 N. W. 133, 25 L. R. A. 679; *Bacot* v. *Phenix Ins. Co.*, 96 Miss. 223, 50 South. 729, 25 L. R. A. (N. S.) 1226, 23 Ann. Cas. 262. See RICHARDS, INSURANCE, 3 ed., § 291.